



Kurt E. Floren

*Agricultural Commissioner
Director of Weights and Measures*

COUNTY OF LOS ANGELES

*Department of
Agricultural Commissioner/
Weights and Measures*

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

July 12, 2016

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

22 July 12, 2016

LORI GLASGOW
EXECUTIVE OFFICER

**APPROVAL OF AGREEMENT #16-0351-SA
WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR
EGG QUALITY CONTROL
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

Approval of this Agreement with the California Department of Food and Agriculture (CDFA) for funding of egg quality control activities provides for wholesale, production, and retail surveillance egg inspection services for the CDFA Egg Safety and Quality Management Program (ESQM). Inspections shall be performed as provided in the Food and Agricultural Code, Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures. There are no County costs associated with these inspection activities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign the accompanying agreement (#16-0351-SA) with the California Department of Food and Agriculture (CDFA), which reimburses the County in the amount of \$112,679.29 for one year, beginning July 1, 2016, through June 30, 2017, for wholesale, production, and retail surveillance egg inspection services conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM).
2. Authorize the Commissioner/Director to amend the contract agreement in an amount not to exceed 10 percent of the original contract, at no County cost, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

3. Authorize the Commissioner/Director to execute amendments to the Agreement's Scope of Work that have no fiscal impact to the Agreement, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will enable ACWM to conduct Compliance and Risk-Based Inspections (CRBI) of eggs at wholesale and production facilities in Los Angeles County. The purpose of CRBI is to ensure egg quality and safety compliance and to concentrate inspections on egg handlers not achieving a 90% compliance rate or better. Statewide, the Egg Safety and Quality Management Program seeks to inspect 1% of all cases of eggs available annually. By utilizing a CRBI matrix, the inspection rate will drop to 0.5% (one half percent of eggs available) for companies that consistently achieve quality compliance and an acceptable level of food safety compliance, thus allowing inspectors to concentrate inspection efforts on production and wholesale facilities that need closer monitoring.

Additionally, this agreement provides for egg quality surveillance inspections at locations such as certified farmers' markets, non-certified farmers' markets, swap meets, and other retail establishments in Los Angeles County. Retail surveillance egg inspections ensure higher levels of compliance for egg safety and labeling at the retail level and provide assurance that eggs are not being re-packed by unregistered individuals.

Implementation of Strategic Plan Goals

Awarding this agreement meets the County's Strategic Plan Goal of Operational Effectiveness. Egg quality control inspection activities performed by ACWM ensure that California Shell Egg Standards are maintained in Los Angeles County.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of \$112,679.29 for work performed by ACWM for the period July 1, 2016, through June 30, 2017. There are no net County costs associated with this agreement. The revenue was included in the Department's Fiscal Year 2016-2017 Final Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract applies to the period of July 1, 2016, through June 30, 2017.

ACWM is mandated by Food and Agricultural Code, Division 2, Chapter 2, Sections 2281 & 2282 to administer the egg quality control enforcement program at the local level.

Agreement #16-0351-SA has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2016-2017 Fiscal Year.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal flourish extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights
and Measures

KEF:RKI:EW:tk

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer; Board of Supervisors

**COOPERATIVE AGREEMENT
SIGNATURE PAGE**

AGREEMENT NUMBER
16-0351-SA

1. This Agreement is entered into between the State Agency and the Recipient named below:

STATE AGENCY'S NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

RECIPIENT'S NAME

COUNTY OF LOS ANGELES

2. The term of this Agreement is: July 1, 2016 through June 30, 2017

3. The maximum amount of this Agreement is: \$112,679.29

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments which are by this reference made a part of the Agreement:

Exhibit A: Recipient and Project Information 1 Page

Exhibit B: General Terms and Conditions 2 Page

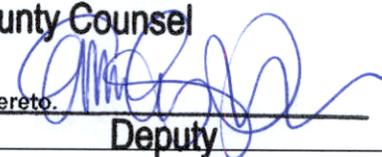
Exhibit C: Payment and Budget Provisions

Attachments: Scope of Work and Budget 6 Page(s)

APPROVED AS TO FORM: Page(s)

MARY C. WICKHAM
County Counsel

Name of Project: County Egg Inspections

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.
By: 
RECIPIENT Deputy

RECIPIENT'S NAME (Organization's Name)
COUNTY OF LOS ANGELES

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Kurt E. Floren, Agricultural Commissioner/Director of Weights and Measures

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006-5872

STATE OF CALIFORNIA

AGENCY NAME

CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

CRYSTAL MYERS, BRANCH CHIEF, OFFICE OF GRANTS ADMINISTRATION

ADDRESS

1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

EXHIBIT A

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein:
Pursuant to CDFA Code (Articles 4 & 5, Sections 27551-27556), and the California Code of Regulations (Title 3, Division 3), CDFA will reimburse the County for costs incurred in egg quality control activities.
2. The Managers for this Agreement are:

FOR CDFA:		FOR RECIPIENT:	
Name:	Penny Short	Name:	Kurt Floren
Section/Unit:	AHFSS / MPES Branch	Section/Unit:	COUNTY OF LOS ANGELES
Address:	1220 N Street	Address:	12300 Lower Azusa Road
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Arcadia, CA 91006-5872
Phone:	916-900-5091	Phone:	626-575-5451
Email Address:	penny.short@cdfa.ca.gov	Email Address:	losangag@acwm.lacounty.gov

3. For a detailed description of activities to be performed and duties, see Scope of Work and Budget.

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Approval**

This Agreement is of no force or effect until signed by both parties. The Recipient may not invoice for activities performed prior to the commencement date or completed after the termination date of this Agreement.

2. **Assignment**

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the Agreement Manager, in the form of a formal written amendment.

3. **Mutual Liability**

Each party hereto agrees to be responsible and assume mutual and proportional liability for its own wrongful or negligent acts of omissions, or those of its officers, agents or employees to the full extent required by law.

4. **Disputes**

The Recipient must continue with the responsibilities under this Agreement during any dispute with the CDFA. In the event of a dispute, the Recipient must file a "Notice of Dispute" with the CDFA Agreement Manager within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the Agreement Manager must meet with the Recipient for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

5. **Contractors/Consultants**

The Recipient, and the agents and employees of Recipient, in the performance of this Agreement, are not officers, employees, or agents of the CDFA. The Recipient's obligation to pay its contractors is an independent obligation from the CDFA's obligation to make payments to the Recipient. Recipient agrees to comply with all applicable State and local laws and regulations during the term of this Agreement. All contractors/consultants shall have the proper licenses/certificates required in their respective disciplines. The contract shall not affect the Recipient's overall responsibility for the management of the project, and the Recipient shall reserve sufficient rights and control to enable it to fulfill its responsibilities under this Agreement.

6. **Non-Discrimination Clause**

The Non-Discrimination Clause applies to the extent that the requirements therein are applicable to the Federal Government. During the performance of this Agreement, Recipient and its contractors will not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, and denial family care leave.

The Recipients and contractors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Recipient and contractors will comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) *et seq.*) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Recipient and its contractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining unit or other Agreement. The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

7. **Governing Law**

This Agreement is governed by and must be interpreted in accordance with all applicable Federal and State laws.

8. **Unenforceable Provision**

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and will not be affected thereby.

9. **Excise Tax**

The State of California is exempt from Federal excise taxes and no payment will be made for any taxes levied on employees' wages. The CDFA will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another State.

10. Right to Terminate

This Agreement may be terminated by either party hereto upon written notice delivered to the other party at least thirty (30) calendar days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred prior to the date of termination. In the event of Termination for Convenience of this Agreement by CDFA, CDFA must pay all responsible costs and non-cancellable obligations incurred by the Recipient as of the date of termination.

11. Termination for Cause

The parties may terminate this Agreement should either party fail to perform the requirements of this Agreement at the time and in the manner herein provided. However each party will have fifteen (15) calendar days after receipt of the termination notice to cure the breach. If the breach is not cured within fifteen (15) calendar days of receipt of notice, the CDFA shall reimburse the Recipient for all project specific costs incurred through the date of termination, including all uncancellable obligations applicable to sponsored agreements.

12. Reporting Requirements

The Recipient agrees to complete all reporting requirements listed in Scope of Work.

13. Publicity and Acknowledgement

The Recipient agrees that it will acknowledge CDFA's support whenever projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, publications, audiovisuals, presentations or other types of promotional material. Recipients may not use the CDFA logo.

14. Property Damage Claims Process

Should the property owner claim damages arising under, related to or involving this Agreement, the Recipient shall forward the property owner's written request for compensation to the CDFA Agreement Manager. The written request shall be fully supported by factual information. The Agency Secretary or designee will have thirty (30) calendar days after receipt of the written request to render a written decision. If a written decision is not rendered within thirty (30) calendar days after receipt of the request or the property owner disputes the CDFA's decision, the property owner may file a claim with the Victims Compensation Government Claims Board.

15. Force Majeure

The Recipient shall not be liable for any failure to perform as required by this Agreement, to the extent such failure to perform is caused by any of the following: labor disturbances or disputes of any kind, accidents, failures of any required governmental approval, civil disorders, acts of aggression, acts of God, energy or other conservation measures, failure of utilities, mechanical breakdowns, materials shortages, disease, or similar occurrences.

16. Amendments

Changes to Scope of Work, Budget, or the end date, must be requested in writing to the CDFA Agreement Manager via letter, fax or email no later than sixty (60) calendar days prior to the requested implementation date. Any changes to the Scope of Work, Budget, and end date are subject to Agreement Manager approval, and, at its discretion, the Agreement Manager may choose to accept or deny these changes. A formal amendment to the Agreement is required for these changes. No amendments are possible if the Agreement is expired.

17. Suspension of Payments

Payment under this Agreement may be suspended or terminated, or both, and Recipient may be subject to debarment if the CDFA determines that Recipient has breached the terms of this Agreement. Upon discovery of any violations of the Agreement terms and conditions, Recipient will be advised in writing of the terms breached and the reasons for imposing suspension of payments. A determination of breach may be appealed in writing and addressed to the CDFA, Legal Hearing and Appeals Office at:

California Department of Food and Agriculture
Attn: Legal, Hearing and Appeals Office
1220 N Street, Suite 400
Sacramento, CA 95814

EXHIBIT C

PAYMENT AND BUDGET PROVISIONS

1. Invoicing and Payment

- A. For activities performed according to the attached Scope of Work, Budget and the terms of this Agreement, and upon receipt of the invoices, the CDFA agrees to compensate the Recipient for actual allowable expenditures incurred in accordance with this Agreement and stated herein, which is attached hereto and made a part of this Agreement.
- B. Invoices must include the Agreement Number, performance period, type of activities performed in accordance with this Agreement, and when applicable, a breakdown of the costs of parts and materials, labor charges, and any other relevant information required to ensure proper invoices are submitted for payment.
- C. Unless stated in the Scope of Work, monthly invoices must be submitted to the CDFA Agreement Manager, within thirty (30) calendar days after the end of each month in which activities under this Agreement were performed.
- D. A final invoice will be submitted for payment no more than thirty (30) calendar days following the expiration date of this Agreement, or after project is complete, whichever comes first. The final invoice must be clearly marked "Final Invoice" thus indicating that all payment obligations of the CDFA under this Agreement have ceased and that no further payments are due or outstanding.

2. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted for purposes of this program, the CDFA will have the option to either terminate this Agreement with no liability occurring to the CDFA, or offer to amend the Agreement to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, California Government Code Title 1, Division 3.6, Part 3, Chapter 4.5, commencing with Section 927 - The California Prompt Payment Act.

4. Allowable Line Item Shifts

The Recipient must obtain written approval from the CDFA Agreement Manager for any line-item shifts.

5. Allowable Expenses and Fiscal Documentation

- A. The Recipient must maintain adequate documentation for expenditures subject to this Agreement to permit the determination of the allowability of expenditures reimbursed by the CDFA under this Agreement. If CDFA cannot determine expenditures are allowable under the terms of this Agreement because records are nonexistent or inadequate according to Generally Accepted Accounting Principles, the CDFA may disallow the expenditure.
- B. If domestic travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable for travel within California are those established by the California Department of Human resources (CalHR). The maximum rates allowable for domestic travel outside of California are those established by the United States General Services Administration (GSA).
- C. If international travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. The maximum rates allowable are those established in a per diem supplement to Section 925, Department of State Standardized Regulations.
- D. The Recipient must maintain and have available, upon request by the CDFA, all financial records and documentation pertaining to this Agreement. These records and documentation must be kept for three (3) years after completion of the Agreement period or until final resolution of any performance/compliance review concerns or litigation claims.

6. Budget

For a detailed budget of all the activities to be performed under the Scope of Work, see attached Budget.

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2016 – June 30, 2017

The county agrees to provide wholesale, production, and retail surveillance egg inspection services for the California Department of Food and Agriculture (CDFA), Egg, Safety and Quality Management Program (ESQM). The inspections shall be performed as provided in the Food and Agricultural Code (FAC), Division 12, Part 4, Chapter 1 (commencing with Section 27501); the California Code of Regulations, Title 3, Subchapter 3, and any applicable State policies and procedures. Penalties imposed by the county for violations shall remain in the county.

This agreement is effective from July 1, 2016 through June 30, 2017. The county will receive payments upon submission of the following completed forms: quarterly Compliance and Risk Based Inspection (CRBI) reports, ESQM/County Cost Agreement and ESQM/Agreement Supplemental-A forms, County Report 9 forms, available upon request, as appropriate for the functions listed below:

- Production and Wholesale Inspections
- Retail Surveillance Inspections

Disbursements will be made for CRBI and Retail Surveillance work hours, which includes all of the following: Work completed quarterly - July 1 to September 30 (1st quarter), October 1 to December 31 (2nd quarter), January 1 to March 31 (3rd quarter), and April 1 to June 30 (4th quarter); Worksheets and forms are due to the ESQM District Supervisor by the tenth working day following the end of each quarter. Refer to fiscal display form (County Rate Chart Worksheet) for supervisory work hour disbursements. Late submission of invoices by the county will cause a delay in payments from ESQM.

Compliance and Risk Based Inspection (CRBI) for Shell Eggs:

The Counties and ESQM will inspect 1% of annual cases available, provided by the company. Facilities achieving a compliance rate of 90% or better during a period of one quarter (3 months), will allow the inspection rate to drop to 0.5% (one half percent of egg cases available). Should the compliance rate fall below 90% or Risk Based violations are beyond the acceptable levels, then inspections shall revert back to the 1% rate. CRBI must be inspected on a monthly basis (refer to your county work-plan and quarterly CRBI worksheets).

Acceptable Levels:

- Category 1 – Refrigeration issues (cold room and transport vehicles)
 - Two infractions allowed (Per three-month period)
- Category 2 – Dirts (fecal), leakers, rots
 - Three infractions allowed (Per three-month period)
- Category 3 – Checks, dirts (non-fecal), blood spots, meat spots, bloody whites, moldy, frozen or cooked
 - Four infractions allowed (Per three-month period)
- Category 4 – Labeling issues, under-weights, undergrads
 - Five infractions allowed (Per three-month period)
- No more than seven over all combined risk based violations allowed. (Per three-month period)

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2016 – June 30, 2017

CRBI Purpose:

- Ensure quality and food safety compliance
- Focus enforcement on egg handlers and facilities that do not achieve a 90 percent compliance rate
- Allow county to focus on production and wholesale facilities requiring closer monitoring
- Provide time to inspect retail facilities

Production Eligibility:

- Producers and/or producer/packers with a flock size of 3,000 or more layers shall participate in CRBI.

Wholesale/Distribution Eligibility:

- The base-line for wholesale and distributors shall be a minimum of 12,000 egg cases available per year.
- Wholesale and distributors with less than 12,000 egg cases per year, shall be inspected at the retail surveillance level.

Enforcement Response:

Initially, enforcement will be centered upon an educational response to help individuals and industry come into compliance for minor infractions of laws and regulations. Subsequent enforcement shall entail utilization of the existing compliance process.

CRBI for Production and Wholesale Inspections:

- Conduct production and wholesale egg sample inspections monthly, based on CRBI, at the reported annual cases available for the fiscal year.
- An "Initial Visit" includes: temperatures, labeling, internal exam, external exam, and weight tolerances. All inspection categories must be met to be considered an "Initial Visit."
- Track and report time per inspection.
- If the 90 percent compliance level is reached over a three-month period, the number of quarterly inspections shall be decreased to a rate of 0.5 percent (one-half percent) of egg cases available the following quarter.
- CRBI will revert to original levels (one percent of the annual cases available), if required compliance of 90 percent is not maintained.
- Any remaining time allotted for CRBI inspections shall be redirected to Retail Surveillance Inspections.
- All CRBI production/wholesale visits must be completed each month before performing any retail surveillance inspections.

Expected Outcome:

- Provide a concentrated effort to inspect underperforming facilities
- Allow the county to operate an efficient egg inspection program
- Maintain acceptable compliance and risk based levels, providing an incentive to facilities to maintain higher food safety standards

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2016 – June 30, 2017

Retail Surveillance Inspection Procedures:

- Retail Surveillance includes inspecting certified farmer's markets, non-certified farmer's markets, swap meets and other retail establishments for the availability of eggs.
- Conduct a visual inspection of egg packages at retail locations ensuring the eggs are not past the sell by date and that cartons meet all labeling requirements
- Verify, through visual examination, that eggs are within tolerance for external defects (i.e. leakers, dirt, stains, and underweights)
- cursory egg quality inspection shall be done at each facility
- Verify that advertising signs and placards are in compliance
- Perform outreach to proprietors, in regards to:
 - Stock rotation
 - Safe handling procedures
 - Obtaining eggs from reputable sources
 - Proper disposition of expired eggs
- Recondition any eggs with cause for food safety concern by the retail proprietor if they are from the same lot; if they cannot be reconditioned, they are to be placed off sale and destroyed unless the processor/packer agrees to pick up the product for processing into egg products; and all eggs are to be reconditioned or destroyed in the presence of the inspector prior to leaving the premises
- All egg handlers selling at certified farmers markets must meet all labeling, grading, and size requirements, as stated in FAC, Division 12, Part 4, Chapter 1, Section 27510. Any violations found will be followed up on within 72 hours to ensure compliance.
- Ensure that eggs are not being re-packed by anyone other than a registered egg handler/processor
- Track all eggs received from out-of-state facilities through the county or ESQM to ensure facilities are registered with CDFA
- Track all retail locations inspected through the county for the following: reports outlining the number of locations inspected, violations found, hours for inspections, how violations were corrected, and make available to ESQM per month
- Verify that any eggs found at retail which have been produced by an exempt CRBI producer (flocks of less than 3,000 birds) meet all labeling and food safety requirements

Expected Outcome:

- A higher level in compliance for egg safety and labeling at the retail level
- Assurance that eggs are not being re-packed by unregistered individuals
- Require that small producers selling at certified farmer's markets, swap meets, and flea markets be in compliance with state laws and regulations
- Ensure that quality and standards are being met when passing through distribution centers

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2016 – June 30, 2017

The County Shall:

- Assign up to five Inspector/Biologist(s) (Inspector) to perform CRBI inspections that have the required commodity license to inspect eggs
- Assign only Inspectors that have: been certified by ESQM to conduct shell egg inspections, attended the ESQM yearly county training, and passed the written exam
- Provide “monthly” CRBI inspections for production and wholesale
- Maintain work records for each Inspector on a daily basis, showing work performed, mileage, dozens, cases, and lots under this agreement together with copies of the quarterly CRBI worksheets, ESQM/County Cost Agreement, ESQM/County Cost Supplemental-A forms, Report 9 for Production/Wholesale and Retail Surveillance, and input records daily into the CRBI database program
- Provide copies of the CRBI worksheet to facility management after each inspection
- Submit completed ESQM inspection worksheets and county approved Report 9 for Production/Wholesale and Retail Surveillance by the tenth working day of the following month to the ESQM District Supervisor
- **Submit completed quarterly billing by the tenth working day after the quarter ends**; mail all the completed forms to the State District Supervisor in your area; including completed copies of: ESQM/County Cost Agreement, ESQM/County Cost Supplemental-A forms
- Ensure inspection hours are completed within the quarter or forfeit any hours remaining. Inspection hours will start over each quarter
- Maintain all records for a period of three years after final payment is received
- Permit ESQM to inspect such books, records, accounts, and other materials relevant to this agreement
- The county shall adhere to biosecurity protocols at CRBI Production facilities, ESQM does not provide any respirators and/or dust masks for this agreement
- Furnish necessary inspection equipment, transportation, office space, supplies, and administrative support services for carrying out the inspection work under this agreement

Failure to meet the above will result in a County Agricultural Commissioner’s compliance meeting and a possible revision of the current agreement as provided in the FAC, Division 12, Part 4, Chapter 1, Article 5, Section 27566.

State Oversight and Expectations:

- ESQM shall provide annual training for county shell egg inspectors
- ESQM shall hold certification exams annually, for conducting shell egg inspections, unless requested formally with the ESQM District Supervisor
- ESQM shall gather the annual cases available worksheet for qualifying CRBI Producer/Wholesale facilities in preparation for calculating CRBI worksheets and agreement for the current fiscal year agreements
- ESQM shall provide appropriate personal protection wear for production facility inspector- annually (does not include respirators/dust masks)

STATE EGG QUALITY ENFORCEMENT WORKPLAN

July 1, 2016 – June 30, 2017

- ESQM shall provide training materials, forms, manuals - as needed on an on-going basis
- ESQM shall conduct quarterly, comparative 100-egg samples within the county to confirm compliance rates and food safety standards are being recorded correctly
- ESQM shall review all reports provided by the county and provide feedback as to the efficiency of the county program

County of Los Angeles
STATE SHELL EGG ENFORCEMENT
FISCAL DISPLAY
July 1, 2016 through June 30, 2017

Biologist/Inspector Classification	Hourly Rate	Benefit Rate¹	Total Hourly Rate per Employee	Total Number of Hours per	Reimbursement per Quarter²	Number of Quarters	Total Yearly Reimbursement
Agriculture Weights & Measures Inspector I	\$ 32.97	\$ 16.35	\$ 49.32	69	\$ 3,403.08	4	\$ 13,612.32
Agriculture Weights & Measures Inspector I	\$ 32.97	\$ 16.35	\$ 49.32	69	\$ 3,403.08	4	\$ 13,612.32
Agriculture Weights & Measures Inspector II	\$ 36.75	\$ 18.23	\$ 54.98	69	\$ 3,793.62	4	\$ 15,174.48
Agriculture Weights & Measures Inspector II	\$ 36.75	\$ 18.23	\$ 54.98	69	\$ 3,793.62	4	\$ 15,174.48
Agriculture Weights & Measures Inspector III	\$ 40.96	\$ 20.32	\$ 61.28	70	\$ 4,289.60	4	\$ 17,158.40
				346	\$ 18,683.01		\$ 74,732.00
Total Personnel Services per Quarter/ per Year					\$ 18,683.01	4	\$ 74,732.04

Mileage allowed this fiscal year - County may charge up to: **2,429 @ \$0.54 a mile**

Yearly Personnel Reimbursement	\$ 74,732.04
Supervisor - 15% of Yrly Personnel Reimbursement	<u>\$ 11,209.81</u>
Personal Services 07/01/2016 - 06/30/2017	<u>\$ 85,941.85</u>
County Indirect Recovery ³ - 25%	\$ 21,485.46
Mileage - \$0.54 x 2,429 miles ⁴	\$ 1,311.66
Annual CDFA Training ⁵	<u>\$ 3,940.32</u>
Contract Total:	<u>\$ 112,679.29</u>

¹ Benefit Rate - Counties may charge up to the fair and reasonable benefit rate of 49.6%

² The County may charge up to the quarterly contract limit/per quarter of \$18,683.01

³ Indirect cost rate is to reimburse costs or activities that are not directly identifiable to the particular contract agreement, but is necessary to perform the contract requirements

⁴ Mileage is based on the prior fiscal year's 2,429 calculated miles at the federal approved rate for calendar year of 2016 at \$0.54

⁵ County may charge CDFA for Annual County Training - calculated at 12 hours/per person/per year (based on hourly rates above (\$49.32 x 2), (54.98 x 2), (61.28) and the supervisor's fiscal display hourly rate (\$58.48))

Hours will be applied to field training with CDFA on Production/Wholesale and Retail Inspections. Otherwise, Production/Wholesale and Retail Inspections will be performed regularly during the quarter to assure consistent compliance. Consideration will be given to compliance history and food safety violations, in determining frequency of inspections at Production/Wholesale and where Retail inspection hours will be applied.